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4 Attorney for Defendant
5 Intersec Interactive, Inc.

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7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 Case No. cv-15-01145 DMR

12 **DECLARATION OF [REDACTED] IN**
SUPPORT OF DEFENDANT'S MOTION TO
DISMISS AND/OR TRANSFER VENUE, OR
IN THE ALTERNATIVE TO TRANSFER FOR
CONVENIENCE

13
14 **DATE:**
TIME:
PLACE:
JUDGE:

11 [REDACTED] and [REDACTED]
12 [REDACTED]
13 Plaintiffs,
14 v.
15 INTERSEC INTERACTIVE, INC., and
16 DOES 1-25,
17 Defendants .

18
19
20 I, [REDACTED] declare under penalty of perjury that the following facts are true and
21 correct to the best of my information and belief:

- 22
- 23 1. I am the President of INTERSEC INTERACTIVE, INC.
 - 24 2. I am familiar with the day to day operations of Defendant as well as record keeping
25 practices in the workplace.
 - 26 3. On February 5, 2013, Plaintiff [REDACTED] and I, as President of the Defendant
27 corporation executed an independent contractor agreement. A true and correct copy of the
28 agreement is attached. See Exhibit A.
 4. In November 2012, Plaintiff [REDACTED] submitted a proposal to carry out

DECLARATION IN SUPPORT OF MOTION TO DISMISS OR TO TRANSFER VENUE;

1 independent contractor work. A true and correct copy of the proposal is attached. See
2 Exhibit B.

3 5. Defendant INTERSEC INTERACTIVE, INC. is a New York Corporation, incorporated in
4 2003. See attached Exhibit C.

5 6. Defendant INTERSEC INTERACTIVE, INC. operates in New York and California. I
6 reside and operate in the state of New York.

7
8
9 Respectfully submitted,

10
11 Dated: 03-31-2015

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on this 5th day of Feb 2013 between Intersec Interactive, Inc. located at [REDACTED] ("Company"), and [REDACTED] residing at [REDACTED] ("Independent Contractor").

1. Company agrees to engage Independent Contractor to provide services as a Videographer – Post Production – Executive Assistant – Prop Designer/Developer – Handler.

2. Company will pay Independent Contractor [REDACTED] daily to be paid bi-weekly. Independent Contractor must submit an invoice for the prior two week period in order to be paid. Payment may be made by check or direct deposit as Company and Independent Contractor agree. Company will also pay Independent Contractor [REDACTED] or [REDACTED] for Co-Handling and Handling respectively.

3. Company and Independent Contractor will mutually agree on the schedule that work is to be completed by.

[REDACTED]

5. The term of this Agreement is one (1) year, and will be automatically renewed for additional, successive one (1) year terms, unless the Agreement is terminated pursuant to Paragraph 14.

6. Independent Contractor and Company agree that their relationship is not an "employer/employee" relationship. Company will not make any of the customary deductions (including without limitation payroll and withholding taxes) from Independent Contractor's fee ordinarily made by employers for employees.

7. Independent Contractor's responsibilities include:

a. Video recording Sexually Broken Shoots as well as others as necessary; and

b. Post produce Sexually Broken Content as well as others as necessary; and

c. Assist [REDACTED] in various ways including (but not limited to) rigging, set design, prop design and development, conceptual design, and consulting; and

d. Handling whenever requested or when you so desire.

8.Independent Contractor may perform her services in any location she deems appropriate, including at both on and off-site locations. Company will ensure that a computer is available to Independent Contractor for work completed on-site. However, Independent Contractor may not remove any content from Company premises without the advance approval of Company.

9.Independent Contractor agrees to assign and hereby does assign, transfer and deliver to Company all rights of any nature, including the copyright, that Independent Contractor may have in and to the works created or contributed to under this Agreement. In addition, Independent Contractor hereby assigns, transfers and delivers to Company the right to secure such rights for Company or its assignees' use and benefit, throughout the world, for the respective maximum terms of protection available throughout the world.

10.Independent Contractor agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party Confidential Information of Company (including, but not limited to Company's methods, technology, content, story-lines, and conversations or communications with any one at Company), except as approved in writing by Company.

11.Independent Contractor warrants that the works she creates or contributes to will be original and will not infringe on the rights of third parties. Independent Contractor agrees to hold Company, its officers, agents and employees harmless from any claim, action, or proceeding alleging facts that constitute a breach of this warranty and further agrees to indemnify and hold harmless Company, its officers, agents, and employees against expenses and attorneys' fees that may be incurred in defense against each claims, action, or proceeding.

12.Independent Contractor's primary contact person with Company is Daniel Intraub. Independent Contractor will inform Daniel of any issues that arise with personnel, content, equipment, etc.

13.Independent Contractor is encouraged to use her own equipment to perform her responsibilities. Company may make, at its sole discretion, additional acquisitions approved by Daniel Intraub and [REDACTED]. Any additional acquisitions of property will remain the property of Company.

14.This Agreement may be terminated by either party with thirty (30) days prior written notice to the other party.

15.This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state or federal courts located in New York County, State of New York.

IN WITNESS WHEREOF, I have signed this agreement on the date first hereabove written.

Company

By: Brent Scott (L.S.)
Brent Scott, President

Independent Contractor

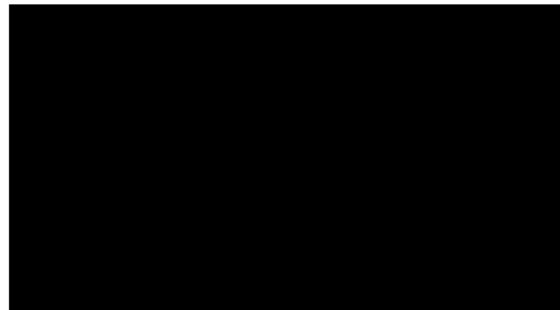


EXHIBIT B

The Digital Dark LLC

Statement of Work

Intersec Video on Demand Site

Version 0.2 DRAFT
November 12, 2012

Presented by:
Cyd Black

Statement of Work

Overview

The purpose of this "Statement of Work" (SOW) is to clearly define the scope of the project between the client, Intersec Interactive, Inc., and the developer, The Digital Dark, LLC.

Client Name	Intersec Interactive, Inc.
Client Contact	Matt Williams
Project Name	Intersec Video on Demand (VOD) Site Creation
Engagement Duration	Scope of Project
Begin Date	Monday, November 12 th , 2012
End Date (Estimated)	Friday, December 14 th , 2012

Assumptions

It is assumed that Intersec Interactive, Inc. will provide The Digital Dark LLC with all necessary technical and business information needed to work on the project. This may include access to the company's back office infrastructure including but not limited to logins to relevant servers, access to databases, any available documentation relating to system schematics, requirements and design documents, payment processing APIs, etc. Essentially, it is assumed Intersec Interactive, Inc. will provide The Digital Dark LLC with everything needed to work on the project.

Change Management Process

Should significant changes be requested or required once the project is underway, Intersec Interactive, Inc. and The Digital Dark LLC will meet and revise the Statement of Work accordingly so it continues to reflect accurate estimates of time and resources.

Engagement Related Expenses

Should 3rd party hardware, software or services be required in the course of working on the project, Intersec Interactive, Inc. will be responsible for purchasing the aforementioned necessities and providing them to The Digital Dark LLC.

Project Scope and Requirements

The goal of this project is to create and a video on demand (VOD) web site from scratch and integrate it into Intersec's existing architecture.

1. The site will allow a customers to purchase batches of virtual tokens online using their credit cards. Upon a successful transaction, the virtual tokens are added to the customers account. Increasing discounts are offered to customers as an incentive to purchase larger batches of tokens.

2. Customers can then spend the virtual tokens in order to stream and/or download full articles/movies, individual clips and associated images from Intersec's archive of web site content.

3. The VOD site will initially be populated with existing Intersec content and will automatically update when new content is pushed live to one of Intersec's membership based sites.

4. A site search feature will allow customers to search Intersec's extensive library of articles/movies or scenes on the following fields:

-shoot title

-model stage name

-model attributes (breast size, body type, tattoos, eyes, hair color, hair length, etc.)

-general category of content (i.e. male dom / fem sub, fem dom / fem sub, etc.)

-specific scene attributes (i.e. nipple play, nosehooks, humiliation, etc.)

5. The existing article and scene database(s) and corresponding content management system/article builder will be upgraded to allow Intersec staff to assign individual token prices to each movie and scene.

6. The existing article and scene database(s) and corresponding content management system/article builder will be upgraded to allow Intersec staff to assign categories and attributes to each movie and scene in order to provide for the content search feature.

7. The existing model database and corresponding administrative interface will be upgraded to allow Intersec staff to assign attributes to models in order to provide for the model search feature.

8. The site will feature a selection of automatically rotating video trailers to entice customers to purchase tokens.

9. The site will be integrated with Intersec's Next Generation Affiliate Tracking System (NATS), Content Delivery Network (CDN), Article Content Management and Generation System (CMS) and Model Database.

10. The site will have sections that display Featured Performers, Staff Picks, Most Recent Shoots and Most Viewed Shoots.

11. The site will allow customers to add movies and scenes to a personalized Favorites list for easy repeat viewing.

12. The site will be built on Intersec's cloud server account. Only code and databases will be placed in the cloud with all other content being served from Intersec's CDN.

Statement of Work

Project Schedule

It is The Digital Dark LLC's understanding that this project is a priority for Intersec Interactive, Inc.

The delivery schedule is dependant upon:

1. The Digital Dark LLC's receipt of necessary technical information, signed contracts, 3rd party vendor timelines, etc.

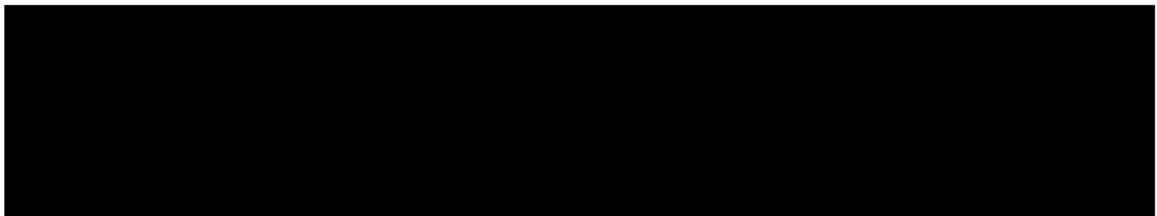
For example, if it takes an extra 5 business days to turn around a signed contract, or to receive a necessary password, the project schedule will be moved back accordingly.

2. The availability of The Digital Dark LLC's lead developer.

For example, the lead developer on this project has also been engaged to create and perform various scenarios in Intersec's upcoming live and recorded shoots.

The project schedule will be adjusted accordingly dependending on how many days of shooting he is called upon to do.

The schedule is further dependant upon the developer relocating and the developer's prior obligations in the upcoming holiday season. During these times he will be reachable and available, but anticipates he will be unable to realistically make large advancements in development:



Schedule of Rates

The Digital Dark LLC will use it's own existing computer hardware and software to develop the web application.

The Digital Dark LLC is providing a fixed cost estimate for the agreed upon scope of the project as follows:



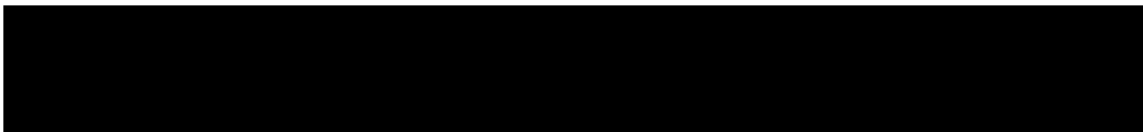
No additional fixed costs for materials and equipment are anticipated for development of the site.



Statement of Work

Payment Terms

Payment is requested via cash, check or wire transfer payable to The Digital Dark LLC.



Statement of Work

Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Full name

Full name

Title

Managing Partner, The Digital Dark LLC

Title

Signature

Signature

Date

Tuesday, November 13, 2012

Date

EXHIBIT C

The Certificate of Incorporation
of

INTERSEC INTERACTIVE INC.

(UNDER SECTION 402 of the Business Corporation Law)

The undersigned, being a natural person of at least 18 years of age and acting as the incorporator of the Corporation hereby being formed under the Business Corporation Law of the State of New York, DOES HEREBY CERTIFY THAT:

FIRST: The name of the Corporation shall be:

INTERSEC INTERACTIVE INC.

SECOND: The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the Business Corporations Law. The Corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body.

THIRD: The Office of the Corporation is to be located in New York State and in the county of:

New York County

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue:

200 No Par Value

FIFTH: The Secretary of State of the State of New York hereby is designated as the agent of the Corporation upon whom process in any action or proceeding against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation, served upon the Secretary of State, is:

[REDACTED] Nanuet, NY 10954

IN WITNESS WHEREOF, this Certificate has been subscribed on December 10, 2003, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

[REDACTED]

CCC-A1

Daniel Intraub
Systems Director
www.intersecinteractive.com

[REDACTED]